

Burke & Herbert Bank Business Online Banking Bank-to-Bank Transfers Service Agreement

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the provision of our Bank-to-Bank Transfers Service ("Service") to you. In this Agreement, the words "you" and "yours" mean each person who applied for the Service and the terms "us", "our" and "we" mean the Bank.

By applying for the Service, you authorize the Bank to follow your instructions in the use of the Service. You may use your Burke & Herbert Bank Online ID and Online Password ("Password") to access the Service. This Service allows you to transfer funds between your enrolled business deposit accounts at Burke & Herbert Bank ("Bank") and certain business deposit accounts at other financial institutions. An inbound transfer moves funds into an account at the Bank from an account outside the Bank. An outbound transfer moves funds from an account at the Bank to an account outside the Bank.

Enrollment

You will need to enroll each of your non-Bank accounts you wish to use for this Service. You agree you will only attempt to enroll accounts for which you have the authority to transfer funds, as per the rules of the non-Bank financial institution. All accounts requested to be used as part of this Service will be verified in accordance with Bank procedures. The verification process must be completed by you prior to using the Service. Verification instructions are displayed to you during the enrollment process.

Transfer Schedule

The cutoff time for initiating transfers is 3:00 pm ET Monday through Friday, excluding federal holidays. Funds requested to be transferred will be debited/credited to the non-Burke & Herbert Bank account according to the receiving bank's transaction processing schedule.

On outbound transfers, funds requested to be transferred will be debited from your Bank account on the business day you initiate the transfer, provided you have met the Bank's cutoff time for initiating Bank-to-Bank transfers; otherwise, the funds will be debited the next business day. In the case of a future dated or recurring outbound transfer, funds will be debited from your Bank account on the scheduled date of the transfer.

On inbound transfers, funds will be posted to your account (but are not made immediately available) on the business day you initiate the transfer, provided you have met the Bank's cutoff time for initiating Bank-to-Bank transfers; otherwise, the funds will be posted (but not made immediately available) the next business day. Funds from inbound transfers will be available according to the availability schedule below.

Scheduled transfers can be cancelled up to 3:00 pm ET on the scheduled transfer date.

Availability of Funds from Inbound Transfers

Credits to your Bank account from inbound transfers will be delayed for availability in the following manner:

- Inbound funds transfers initiated by 3:00 pm ET on a business day will not be made available until the third business day after the date the transfer was initiated.
- Inbound funds transfers initiated after 3:00 pm ET on a business day will not be made available until the fourth business day after the date the transfer was initiated.

There are always at least two full business days when credits will not be made available to your Bank account when you initiate an inbound Bank-to-Bank Transfer. For example, on a non-holiday week, if an inbound transfer is initiated *before* 3:00 pm on Monday, your Burke & Herbert Bank account will be credited on Thursday. If the transfer is initiated *after* 3:00 pm on Monday, your Burke & Herbert Bank account will be credited on Friday.

Fees

There currently are no fees for the Service. Fees are subject to change. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by the Bank but not yet paid prior to your cancellation of such service.

Limits

Transfers are subject to the following limits unless otherwise agreed upon by you and the Bank:

1. Inbound transactions are limited to \$2,000 per day and \$20,000 per month.
2. Outbound transactions are limited to \$2,000 per transaction and \$2,000 per day.

The above limits apply to the total of all Bank-to-Bank Transfers of a specific type (inbound or outbound) for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

1. If through no fault of ours, you do not have enough funds in your account to make the transfer, or the transfer would exceed the credit limit on any overdraft line associated with the account;
2. The equipment or software used by the Bank to provide the Service was not working properly and you knew or were advised by the Bank about the malfunction before you executed the transaction;
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevents the proper execution of the transaction despite the reasonable precautions we have taken;
4. You have reported your Online Banking Password as lost or stolen;
5. Your Service has been cancelled;

6. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

Cancellation of Service

We reserve the right to cancel your access to the Service at any time. Disqualifying events include, but are not limited to, the following:

- Any of your accounts with the Bank are overdrawn or otherwise not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank account during the current or three prior calendar months.
- You have had any prior Bank-to-Bank Transfer to or from a non-Bank account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Amendments

We have the right to change this Agreement, including the fees and charges applicable to the Service at any time, which changes may include the addition of new charges or terms. If we make changes, you will be notified as required by applicable law.

Agreement

Unless specifically listed in this agreement, this Service is subject to the definitions and terms of the master Online Banking Services Terms & Conditions agreed to by you when opening your Online Banking account or any amendments thereto. A current copy of the Online Banking Agreement can be viewed by selecting **Info** from the menu bar within your Online Banking account.

By clicking on **I Accept**, you agree to the terms of the Bank-to-Bank Transfers Service Agreement and the Online Banking Services Terms & Conditions.